

AGREEMENT BETWEEN SANTA ROSA COUNTY, FLORIDA
AND OSBURN ASSOCIATES, INC.
(Federal Funding)

THIS AGREEMENT (hereinafter referred to as the “Agreement”) is made this 14th, day of September, 2021 by and between Santa Rosa County, a political subdivision of the state of Florida, (hereinafter referred to as the “County”), with a mailing address of 6495 Caroline Street, Milton, FL 32570, and Osburn Associates, Inc a for profit organization, authorized to do business in the State of Florida (hereinafter referred to as “Contractor”) whose Federal I.D. # is 31-1041388

RECITALS

WHEREAS, the County is in need of a contractor to provide Signs and Reflective Sheeting Material (“Services”); and

WHEREAS, Invitation to Bid 21-053 and

WHEREAS, Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and

WHEREAS, the County wishes to enter into this Agreement with Contractor to provide the Services to the County fully described in the exhibits attached to this contract.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

1. Recitals and Attachments. The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference. The following documents are attached to this Agreement and are incorporated herein.

Attachment “A” – Invitation to Bid 21-053 and Contractors Scope of Services

Attachment “B” – Insurance Requirements;

Attachment “C” – Title VI list of pertinent nondiscrimination acts and authorities;

Attachment “D” – Scrutinized Companies Certification;

Attachment “E” – Special Conditions – Additional Federal Requirements;

2. Services. Contractor agrees to perform the following services: provision of signs and reflective sheeting material that shall be in accordance with the Florida Department of Transportation Standard Specifications for Road and Bridge Construction and the Manual on Uniform Traffic Control Devices minimum retro reflectivity levels. The Services to be provided are further detailed in the Contractor’s proposal attached as Attachment “A” and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the County. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the County’s needs and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to immediately inform the County via telephone and in writing of

any problems that could cause damage to the County. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

3. Term and Renewal. The term of this Agreement shall begin upon the approval of the Board of County Commissioners and shall continue for a period of One (1) Year from the date of full execution of this Agreement, subject to the County's ability to terminate in accordance with Section 7 of this Agreement. The terms of Section 23 entitled "Indemnification and Waiver of Liability" shall survive termination of this Agreement.

This agreement may be renewed upon mutual written agreement of the parties for a period of up to two, one year renewals.

4. Compensation. The Contractor agrees to provide the Services to the County, including materials and labor, in a total amount not to exceed Eighty Thousand Dollars (\$ 80,000.00)

a. Contractor shall submit an invoice to the County upon delivery of materials supplied. The invoice shall indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the County with any additional documentation requested to process the invoices.

b. Disbursement. Check one:

There are no reimbursable expenses associated with this Agreement.

c. Payment Schedule. Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating County Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.

d. Availability of Funds. The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission.

Contractor shall make no other charges to the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. If the County disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

5. Ownership of Documents and Equipment. All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented

for the ownership of the County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

6. Insurance. Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "B" attached hereto and incorporated herein, to protect the County and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

7. Termination and Remedies for Breach.

- a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor Thirty (30) days to cure such default. If the default remains uncured after Forty-Five (45) days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.
 - i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
 - ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.
- b. Termination for Convenience of County. The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Paragraph a(i) and a(ii) above shall be applicable hereunder.
- c. Termination for Insolvency. The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.

- d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

8. Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Santa Rosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

9. Public Records. Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records,

in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS WANDA PITTS, (850) 963-1925, wandap@santarosa.fl.gov, 6945 Caroline Street, Milton, FL 32570.

10. Audit. The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

11. Notices. All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

If to the County:		With a copy to: Public Works 6075 Old Bagdad Highway Milton, FL 32583
If to the Contractor:		Osburn Associates, Inc. 1630 22nd St N. St. Petersburg, FL 33713

12. Assignment. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

13. Subcontracting. Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability

of the subcontractor to perform properly under this Agreement. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and federal regulations.

14. Civil Rights. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

15. Compliance with Nondiscrimination Requirements. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".

b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or

b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

16. Procurement of Recovered Materials. Contractor and any subcontractors agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or

2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;

b) Fails to meet reasonable contract performance requirements; or

c) Is only available at an unreasonable price.

17. Debarment and Suspension. Contractor as part of the procurement response, Attachment “A” has submitted to the County a certification that Contractor and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. Contractor now agrees to verify, to the extent applicable, that for each lower tier subcontractor that exceeds \$25,000 as a “covered transaction” under the Services to be provided is not presently disbarred or otherwise disqualified from participating in the federally assisted services. The Contractor agrees to accomplish this verification by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

18. Minority/Women’s Business Enterprises. Contractor must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Information regarding certified M/WBE firms can be obtained from (the following list is not exhaustive):

- Florida Department of Management Services (Office of Supplier Diversity);
- Florida Department of Transportation;
- Minority Business Development Center in most large cities; and
- Local Government M/DBE programs in many large counties and cities.

19. Compliance with Laws. Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor’s personnel, shall comply with all workers’ compensation, employer’s liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor’s personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

20. Conflict of Interest. The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

21. Independent Contractor. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor’s employees. Under no circumstances shall Contractor or any of Contractor’s employees look to the

County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

22. Third Party Beneficiaries. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

23. Indemnification and Waiver of Liability. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

24. Taxes and Assessments. Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

25. Prohibition Against Contracting with Scrutinized Companies. Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

26. Special Conditions – Additional Federal Requirements. As some or all of the Services to be provided under this Agreement may be funded with federal funds. Contractor agrees to adhere to the required additional federal requirements set forth in Attachment "E" and incorporated herein by reference.

27. Grant or Agreement Requirements. Throughout the course of this Agreement the County may be awarded state or federal grants that may fund some or all of the Services to be provided under this Agreement. Contractor agrees to adhere to all of the requirements of the Grant or Agreement.

28. Inconsistencies and Entire Agreement. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.

29. Severability. If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed

against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

30. Entire Agreement. This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

31. Representation of Authority to Contractor/Signatory. The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

32. Access to Records. The following access to records requirements apply to this contract:

1. The Contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, the (write in name of the non-federal entity) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives

“The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

"The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

WITNESS:

Melinda Thompson
Signature

BY: Jennifer Treadway
Jennifer Treadway, Bidding Agent

Melinda Thompson
Print Name

ATTEST:



SANTA ROSA COUNTY, FLORIDA

Donald C. Spencer
Donald C. Spencer, Clerk of Court

BY: David C. Piech
David C. Piech, Chairman

Attachment "A"

SANTA ROSA COUNTY, FLORIDA



ITB 2I-053 Signs and Reflective Sheeting Material

August 2021

**OWNER: BOARD OF COUNTY COMMISSIONERS
SANTA ROSA COUNTY, FLORIDA**

**SAM PARKER
ROBERT A. "BOB" COLE
JAMES CALKINS
DAVE PIECH
COLTEN WRIGHT**

**-DISTRICT I
-DISTRICT II
-DISTRICT III
-DISTRICT IV
-DISTRICT V**

SECTION II.
STD ITB – BID INSTRUCTIONS, SUBMITTAL
REQUIREMENTS AND GENERAL BID
REQUIREMENTS

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BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS

PRE-BID ACTIVITY

Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to: Santa Rosa County Procurement Office, 6495 Caroline Street, Suite L Milton Fl. 32570. Email; Bidinfo@santarosa.fl.gov.

All questions or inquiries must be received no later than the last day for questions stated in the ITB & Legal Notice. Any addenda or other modification to the bid documents will be issued by the County five (5) days prior to the date and time of bid closing, as written addenda, and will be posted to the Santa Rosa County website at <https://www.santarosa.fl.gov> keyword; Bids.

Such written addenda or modification shall be part of the bid documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their bid. No respondent may rely upon any verbal modification or interpretation.

PROPOSED SCHEDULE

Invitation to Bid Published	August 14, 2021
Deadline for Questions	August 20, 2021 @ 12:00 p.m.
Bids Due	August 30, 2021 @ 10:00 a.m.

PREPARATION OF BID

A Bid form is included in these specifications. The Owner may consider as informal any bid on which there is an alteration of or departure from the Bid Form hereto attached. The respondent shall submit bids in accordance with the public notice.

All blanks in the bid documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the bid signed. A bid price shall be indicated for each section, bid item, alternative, adjustment unit price item, and unit price item listed therein, or the words "No Bid", "No Change", or "Not Applicable" entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numerical figures, the written amount shall govern. Any bid which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting bids may be rejected.

A bid submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A bid submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the

BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS

firm and the official address of the firm must be shown below the signature.

A bid submitted by an individual shall show the respondent's name and official address.

A bid submitted by a joint venture shall be executed by each joint venture in the manner indicated on the bid form. The official address of the joint venture must be shown below the signature.

It is preferred that all signatures be in blue ink with the names type or printed below the signature. Santa Rosa County does not accept electronic signatures in bid submissions.

The bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the bid shall be shown.

If the respondent is an out-of-state corporation, the bid shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida. A state contractor license # for the State of Florida shall also be included on the bid form. Respondent shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

The Bid shall be based upon the completion of the Work according to the drawings and specifications, together with all addenda thereto.

Bids must include lump sum pricing. Use Bid Form provided in this document. All proposed fees and costs must be broken down and disclosed in the bid.

SUBMITTAL OF BID

A bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be sealed and clearly labeled with the words "**ITB 21-053 Signs and Reflective Sheeting Material**", name of bidder and date and time of opening so as to guard against premature opening of any bid and shall be accompanied by the bid security and other required documents. It is the respondent's responsibility to assure that its bid is delivered at the proper time and place. Offers by email, facsimile, or telephone will NOT be accepted.

Each contractor's submittal shall include all the items listed on the Bidders Submission Checklist, in order, with the Checklist on the top of the submission.

INTEGRITY OF BID DOCUMENTS

Respondents shall use the original Bid documents provided by the Santa Rosa County Procurement Office and enter information only in the spaces where a response is requested. Respondents may use an attachment to the Bid documents if sufficient space is not available. Any modifications or alterations to the original bid documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modification or alteration that a respondent wishes to propose must be clearly stated in the respondent's response in the form of an addendum to the original bid documents.

BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS

WITHDRAWAL OF SUBMITTALS

Any Respondent may withdraw its Submittal, either personally or by written request, at any time prior to the scheduled time for opening Submittals.

INTERPRETATION

No oral interpretation will be made to any Bidder as to the meaning of the drawings or specifications. Every interpretation made to a Bidder will be in the form of an Addendum to the specifications. Addenda will be furnished to each Bidder, but it shall be the Bidder's responsibility to make inquiry as to Addenda issued. All such addenda shall become part of the contract and all Bidders shall be bound by such Addenda whether or not received by the Bidders.

BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All bids will remain subject to acceptance or rejection by Santa Rosa County for sixty (60) calendar days after the day of the bid opening. The County may, in its sole discretion, release any bid and return the bid security prior to the end of this period.

CONDITIONAL & INCOMPLETE BIDS

Santa Rosa County specifically reserves the right to reject any conditional bid.

ADDITION/DELETION OF ITEM

The County reserves the right to add or delete any item from this bid or resulting contract when deemed to be in the County's best interest.

SPECIFICATION EXCEPTIONS

Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer's specifications which conflict with the bid specifications. Respondent must also explain any deviation from the bid specification in writing, as a foot note on the applicable bid page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their bid. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with bid specifications.

FAMILIARITY WITH LAWS

All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.

BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS

EXAMINATION OF DOCUMENTS AND SITE

Before submitting their proposal, the Bidder shall familiarize themselves with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials, and labor required. Bidder shall also examine all drawings, specifications, addenda and other Contract Documents to be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract.

RIGHT TO REJECT PROPOSAL

The Owner reserves the right to waive informalities in bids to reject any or all bids with or without cause and accept the bid that in its judgment is in the best interest of the County.

DISQUALIFICATION OF RESPONDENTS

Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its bid:

Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.

Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.

Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.

Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals. Default under previous contract.

Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.

DISCRIMINATION

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

REVIEW OF PROCUREMENT DOCUMENTS

Per Florida Statute 119.071 (1) 2, sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids,

BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS

proposals, or final replies, whichever is earlier.

COMPLIANCE WITH FLORIDA STATUTE 119.0701

The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 983-1925, wandap@santarosa.fl.gov; 6495 CAROLINE STREET, SUITE C, MILTON, FLORIDA 32570.

SUSPENSION OR TERMINATION FOR CONVENIENCE

The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

FAILURE OF PERFORMANCE/DELIVERY

In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the award and removal of the respondent from the bid list for duration of one (1) year, at the option of the County.

BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS

AUDIT

If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this bid from the date of the award through three (3) years after the expiration of contract.

NON-COLLUSION

Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.

PUBLIC ENTITY CRIME INFORMATION

Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

INVESTIGATION OF RESPONDENT

The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.

CONE OF SILENCE CLAUSE

The Santa Rosa County Board of County Commissioners has established a solicitation silence policy (Cone of Silence Clause) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the Procurement Office. The period commences from the date of advertisement until award of contract. All communications shall be directed to the Procurement Office.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

EVALUATION OF BIDS AND AWARD OF CONTRACT

Santa Rosa County Staff will review all bids and will provide the recommendation to award to the Procurement Office, the County Administrator and the Board of County Commissioners. The County will award the bid to the responsive and responsible vendor(s) with the lowest responsive bid(s). The County reserves the right to award the bid to the

BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS

respondent submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all bids or to waive any irregularity or technicality in bids received. Santa Rosa County shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Santa Rosa County reserves its right to reject any or all Bids, including without limitation nonconforming, nonresponsive, unbalanced or conditional Bids. The County further reserves the right to reject the Bid of any Bidder whom it finds after reasonable inquiry and evaluation to not be responsible. In evaluating Bidders, the County may consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted with the Bid Form.

Santa Rosa County reserves the right to waive any informalities or reject any and all bids, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this bid and to accept the bid that in its judgment will best serve the interest of the County.

Santa Rosa County reserves the right to reject any conditional bids and will normally reject those which made it impossible to determine the true amount of the bid. Each item must be bid separately, and no attempt is to be made to tie any item or items to any other item or items.

FORM OF AGREEMENT

The Contract form shall be provided by the Procurement Office. The successful contractor shall, within 10 days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to the Procurement Office all required contract documents. The awarded contractor shall also deliver the policies of insurance or insurance certificate as required. All insurance documents shall be approved by Santa Rosa County Procurement Office before the successful contractor may proceed with the work.

Contractor is responsible for submitted along with their response any exceptions it has to the standard terms of contract, within the attached sample contract. Failure to submit exceptions at time of submittal of the response will be considered a waiver by bidder to contest or request exception to the contract provisions. Any exceptions to the standard terms of contract will be taken into consideration as part of the County's review of the response. The County reserves the right to reject bids depending on the substance of the exceptions.

SYSTEM OF AWARD MANAGEMENT

All respondents must be registered with the Federal System of Award Management (SAM) and be up to date on all registration requirements at the time of submitting a response to this Request for Bids. Failure to do so will result in respondent's submittal being deemed as unresponsive.

BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS

PROCUREMENT OF RECOVERED MATERIALS

All respondents must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

DOMESTIC PREFERENCE

Although the County has no local preference, in accordance with 2 C.F.R. 200.322, the County may consider preference for the use of products and materials produced in the United States.

CONTRACT WITH THE ENEMY

In accordance with 2 C.F.R. 200.215, it is acknowledged that no services under this contract are to be performed outside the United States and its territories nor in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

MISC. FEDERAL REQUIREMENTS

All respondents should be aware that some federal funds may be utilized in the course of services being performed under this agreement, as such, respondent agrees that it shall adhere to all necessary federal regulations. Further, the respondent acknowledges that the Federal government is not a party to this agreement and is not subject to any obligations or liabilities to the non-federal entity, Respondent, or any other party pertaining any matter resulting from any award. Should a federal awarding agency require adherence to Supplemental Standard Terms and Conditions relevant to any award hereunder, such conditions will be included for review and approval as a condition any amendment or task order.

UNAUTHORIZED ALIENS/PATRIOT'S ACT

The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.

PROTECTION OF RESIDENT WORKERS

BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS

The Santa Rosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Santa Rosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Santa Rosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

SECTION III.
SANTA ROSA COUNTY DOCUMENTS AND FORMS

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SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

BID SUBMISSION CHECKLIST

ITB 21-053 Signs and Reflective Sheeting Material

Contractor Name: _____

- _____ Sealed Bid Package with Bid Name and Number, Firm name and Address with Contact information clearly marked on the outside of envelope/box.
- _____ 1 Original Bid Package and 1 Electronic Copy in .pdf on a CD or USB Drive
- _____ Bid Submittal Checklist attached to top of Original Bid Package
- _____ Bid Form with Unit Pricing
- _____ Cone of Silence
- _____ Sworn Statement Public Entity Crimes
- _____ Debarment Form
- _____ References Form
- _____ Conflict of Interest Form
- _____ Copy of current Required Insurance declaration page with Santa Rosa County named interest, or, Letter of Insurability from Carrier stating that the levels of coverage will be obtained.
- _____ Addendum (s) if any
- _____ proof of **Active Status** with the Federal System of Award Management (SAM.gov)
- _____ proof of **Active Status** with the Florida Department of State Division of Corporations (sunbiz.com)

All required documentation submitted must be updated with most current and complete information from date of bid opening) including notarizations where required. Failure to submit all required forms may result in your submittal being deemed non-responsive. **ATTACH THIS PAGE TO THE TOP OF YOUR BID SUBMISSION**

Firm: _____

By: _____
(Print)

Signature: _____

Title: _____

Date: _____



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

CONE OF SILENCE FORM

SRC Procurement Form COS 013_01_091619

The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County's Architect, Engineer or their sub-consultants, or anyone designated to provide a recommendation to award a particular contract, other than the Procurement Department Staff.

The period commences from the time of advertisement until contract award.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Procurement Officer or an appointed representative. It shall be the Procurement Officers decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the respondent from consideration during the selection process.

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I, _____ representing _____

(Print)

(Company)

On this _____ day of _____ 2021 hereby agree to abide by the County's "Cone of Silence" clause and understand violation of this policy shall result in disqualification of my proposal/submittal.

(Signature)



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

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SWORN STATEMENT UNDER SETION 287.133 (3) (A) FLORIDA STATUTE ON PUBLIC ENTITY CRIMES

SRC Procurement Form SSPEC 016 01 091619

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for: _____
2. This sworn statement is submitted by, _____, whose business address is, _____, and (if applicable) Federal Employer Identification Number (FEIN) is _____ (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).
3. My name is _____ and my relationship to the entity named above is _____ (title).
4. I understand that a "public entity crime" as defined in paragraph 287.133 (1) (g) Florida Statute, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to , any bid or contract for goods or services to be provided to any public entity or any agency or public subdivision of any other state or of the United States and involved antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
5. I understand that "convicted" or "convicted" as defined in paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287 .133 (1) (a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under an length agreement, shall be a prima facie case that one person controls another person. A person who knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in paragraph 287 .133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.



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8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

- Neither the entity submitting this sworn statement, nor any officers, directors, executive, partners, shareholders, employees, member, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 And (please attach a copy of the final order)
- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)
- The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the department of General Services)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM

Name

Signature

Date

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this day of _____, 20____, and is personally known to me, or has provided _____ as identification.

STATE OF FLORIDA
COUNTY OF: _____
My Commission expires: _____

Notary Public



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

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DEBARMENT FORM

SRC Procurement Form Debar 022_00_082719

Certification Regarding Debarment, Suspension, And Other Responsibility Matters

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name: _____ Title: _____

Signature: _____

Firm: _____

Street Address: _____

City: _____

State: _____ Zip Code: _____

Solicitation Name _____ # XX-XXX _____



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

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REFERENCES FORM

SRC Procurement Form Memo 024_00_082719

List work which best illustrates current qualifications relevant to this solicitation accomplished by personnel that will be assigned to the County's project. List at least three but no more than five (5) projects. (This form may be reproduced.)

YOUR FIRMS NAME _____
PROPOSAL POINT OF CONTACT _____ PHONE _____
EMAIL _____

REFERENCE I.

PROJECT NAME: _____

AGENCY: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

CONTACT PERSON: _____

TITLE: _____

EMAIL: _____

TELEPHONE: _____

PROJECT COST: _____

COMPLETION DATE: _____

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:
(You may attach information to this form)

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):



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REFERENCE II.

PROJECT NAME: _____

AGENCY: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

CONTACT PERSON: _____

TITLE: _____

EMAIL: _____

TELEPHONE: _____

PROJECT COST: _____

COMPLETION DATE: _____

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:
(You may attach information to this form)

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

REFERENCE III.

PROJECT NAME: _____

AGENCY: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

CONTACT PERSON: _____

TITLE: _____

EMAIL: _____

TELEPHONE: _____

PROJECT COST: _____

COMPLETION DATE: _____

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:
(You may attach information to this form)

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):



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REFERENCE IV.

PROJECT NAME: _____

AGENCY: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

CONTACT PERSON: _____

TITLE: _____

EMAIL: _____

TELEPHONE: _____

PROJECT COST: _____

COMPLETION DATE: _____

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:
(You may attach information to this form)

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

REFERENCE V.

PROJECT NAME: _____

AGENCY: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

CONTACT PERSON: _____

TITLE: _____

EMAIL: _____

TELEPHONE: _____

PROJECT COST: _____

COMPLETION DATE: _____

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:
(You may attach information to this form)

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):



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CONFLICT OF INTEREST DISCLOSURE FORM

SRC Procurement Form COS 027_00_091319

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Santa Rosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

Yes: _____ No: _____

Name(s)

Position(s)

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

FIRM NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS: _____ State _____ Zip Code _____

PHONE NO: _____

E-MAIL: _____

Date: _____

Santa Rosa County
Insurance Requirements
March 2021

Workers' Compensation – meet statutory limits in compliance with the Workers Compensation Laws of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.

Commercial General Liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:

- a. Premises/operations
- b. Products/complete operations
- c. Contractual liability
- d. Independent contractors

Business Auto Liability – coverage shall provide minimum limits \$500,000. Combined Single Limit for bodily injury and property damage. If Split limit coverage is provided Limits of 500,000 per person/500,000 per accident and 500,000 for property damage are required.

This shall include coverage for:

- a. Owned autos
- b. Hired autos
- c. Non-owned autos

Special Requirements:

1) Prior to execution of a contract or agreement, certificates of insurance will be produced that shall provide for the following:

- a. Santa Rosa County shall be named as an additional insured on all coverages except workers' compensation.

b. Santa Rosa County will be given thirty (30) days' notice prior to cancellation or modification of any stipulated insurance.

2) It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

3) It should be noted that these are minimum requirements which are subject to modification in response to specialized or high hazard operations.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-988-1870 procurement@santarosa.fl.gov

BID SUBMISSION CHECKLIST

ITB 21-053 Signs and Reflective Sheeting Material

Contractor Name: Osburn Associates, Inc.

- Sealed Bid Package with Bid Name and Number, Firm name and Address with Contact information clearly marked on the outside of envelope/box.
- 1 Original Bid Package and 1 Electronic Copy in .pdf on a CD or USB Drive
- Bid Submittal Checklist attached to top of Original Bid Package
- Bid Form with Unit Pricing
- Cone of Silence
- Sworn Statement Public Entity Crimes
- Debarment Form
- References Form
- Conflict of Interest Form
- Copy of current Required Insurance declaration page with Santa Rosa County named interest, or, Letter of Insurability from Carrier stating that the levels of coverage will be obtained.
- Addendum (s) if any
- proof of Active Status with the Federal System of Award Management (SAM.gov)
- proof of Active Status with the Florida Department of State Division of Corporations (sunbiz.com)

All required documentation submitted must be updated with most current and complete information from date of bid opening) including notarizations where required. Failure to submit all required forms may result in your submittal being deemed non-responsive. **ATTACH THIS PAGE TO THE TOP OF YOUR BID SUBMISSION**

Firm: Osburn Associates, Inc.

By: Jennifer Treadway

Signature: (Print)

Title: Bidding Agent

Date: 8/24/21



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

CONE OF SILENCE FORM

SRC Procurement Form COS 013_01_091619

The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, IIN, and RFQ) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County's Architect, Engineer or their sub-consultants, or anyone designated to provide a recommendation to award a particular contract, other than the Procurement Department Staff.

The period commences from the time of advertisement until contract award.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Procurement Officer or an appointed representative. It shall be the Procurement Officers decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the respondent from consideration during the selection process.

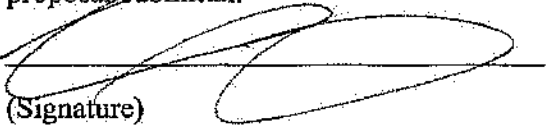
All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I, Jennifer Treadway representing Osburn Associates, Inc.

(Print)

(Company)

On this 24th day of August 2021 hereby agree to abide by the County's "Cone of Silence" clause and understand violation of this policy shall result in disqualification of my proposal/submittal.


(Signature)



SANTA ROSA COUNTY
PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

SWORN STATEMENT UNDER SETION 287.133 (3) (A)
FLORIDA STATUTE ON PUBLIC ENTITY CRIMES

SRC Procurement Form SSPBC 016 01 091619

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

- 1. This sworn statement is submitted with Bid, Proposal or Contract for: 20-053 Signs + Reflective Sheeting
2. This sworn statement is submitted by, Osburn Associates, Inc., whose business address is, 1630 22nd St. N. St. Petersburg, FL 33713, and (if applicable) Federal Employer Identification Number (FEIN) is 31-1041388 (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).
3. My name is Jennifer Treadway and my relationship to the entity named above is Bidding Agent (title).
4. I understand that a "public entity crime" as defined in paragraph 287.133 (1) (g) Florida Statute, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or public subdivision of any other state or of the United States and involved antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
5. I understand that "convicted" or "convicted" as defined in paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:
a. A predecessor or successor of a person convicted of a public entity crime; or
b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under an length agreement, shall be a prima facie case that one person controls another person. A person who knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.



SANTA ROSA COUNTY
PROCUREMENT DEPARTMENT

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8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

- Checked box: Neither the entity submitting this sworn statement, nor any officers, directors, executive, partners, shareholders, employees, member, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
Other boxes: The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 And (please attach a copy of the final order)
The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)
The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the department of General Services)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM

Jennifer Treadway
Name

Signature

8/24/21
Date

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this day of 24th, 2021, and is personally known to me, or has provided as identification.

STATE OF FLORIDA Ohio
COUNTY OF: Hocking
My Commission expires: 2-12-23

Melinda Thompson



MELINDA THOMPSON
Notary Public, State of Ohio
My Commission Expires
February 12, 2023



SANTA ROSA COUNTY
PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

DEBARMENT FORM

SRC Procurement Form Debar 022_00_082719

Certification Regarding Debarment, Suspension, And Other Responsibility Matters

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name: Jennifer Trudway Title: Bidding Agent
Signature: [Handwritten Signature]
Firm: Osburn Associates, Inc.
Street Address: 1630 22nd St. N.
City: St. Petersburg
State: FL Zip Code: 33713
Solicitation Name Signs and Reflective #XX-XXX 20-053
Sheeting



**SANTA ROSA COUNTY
PROCUREMENT DEPARTMENT**

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

REFERENCES FORM

SRC Procurement Form Memo 024_00_082719

List work which best illustrates current qualifications relevant to this solicitation accomplished by personnel that will be assigned to the County's project. List at least three but no more than five (5) projects. (This form may be reproduced.)

YOUR FIRMS NAME Osburn Associates, Inc.
PROPOSAL POINT OF CONTACT Jennifer Trendway PHONE (800) 523-8917
EMAIL jennifer@osburns.com

REFERENCE I.

PROJECT NAME: * Please see attached form
AGENCY: _____
ADDRESS: _____
CITY, STATE, ZIP CODE: _____
CONTACT PERSON: _____
TITLE: _____
EMAIL: _____
TELEPHONE: _____
PROJECT COST: _____
COMPLETION DATE: _____
SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:
(You may attach information to this form)

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):





SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

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REFERENCE II.

PROJECT NAME: _____

AGENCY: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

CONTACT PERSON: _____

TITLE: _____

EMAIL: _____

TELEPHONE: _____

PROJECT COST: _____

COMPLETION DATE: _____

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:
(You may attach information to this form)

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

REFERENCE III.

PROJECT NAME: _____

AGENCY: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

CONTACT PERSON: _____

TITLE: _____

EMAIL: _____

TELEPHONE: _____

PROJECT COST: _____

COMPLETION DATE: _____

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:
(You may attach information to this form)

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):



**SANTA ROSA COUNTY
PROCUREMENT DEPARTMENT**

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

REFERENCE IV.

PROJECT NAME: _____

AGENCY: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

CONTACT PERSON: _____

TITLE: _____

EMAIL: _____

TELEPHONE: _____

PROJECT COST: _____

COMPLETION DATE: _____

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:
(You may attach information to this form)

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

REFERENCE V.

PROJECT NAME: _____

AGENCY: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

CONTACT PERSON: _____

TITLE: _____

EMAIL: _____

TELEPHONE: _____

PROJECT COST: _____

COMPLETION DATE: _____

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:
(You may attach information to this form)

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

REFERENCES - Updated 2021

Missouri Department of Transportation

830 MoDOT Drive
Jefferson City, MO 65109
Ph: 573-528-0122
Contact: Matthew Lackman
Email: Matthew.Lackman@modot.mo.gov

Road Commission for Oakland County

31001 Lasher Rd
Beverly Hill, MI 48025
(248) 858-4796
Contact: Star Wood
Email: swood@rcoc.org

King County Metro Transit Div

155 Monroe Ave NE
Renton, WA 98056
206-477-3879
Contact: Bob Knight
Email: Bob.Knight@kingcounty.gov

City of St Petersburg Traffic Operations

1744 9th Ave North
St. Petersburg, FL 33713
Ph: (727)692-5247
Contact: Brian P. Lewandowski

County of Volusia Road & Bridge

3771 W. International Speedway Blvd
Daytona Beach, FL 32124
386-295-0051
Contact: Alfred Brooks
E-mail: abrooks@volusia.org

Pinellas County Purchasing Dept.

PO Box 2438
Clearwater, FL 33757
727-464-8870
Contact: Kathy Shakespears
Email: kshakespears@pinellascounty.org

Lafayette Consolidated Government

705 West University Avenue
Lafayette, LA 70502
337-291-8071
Contact: Tara Cazares
Email: tcazares@LafayetteLA.gov



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

CONFLICT OF INTEREST DISCLOSURE FORM

SRC Procurement Form COS 027_00_091319

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Santa Rosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

Yes: _____ No:

Name(s)

Position(s)

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

FIRM NAME: Osburn Associates, Inc.

BY (PRINTED): Jennifer Treadway

BY (SIGNATURE):

TITLE: Bidding Agent

ADDRESS: 1630 22nd St. N. St. Petersburg State FL Zip Code 33713

PHONE NO: (800) 523-8917

E-MAIL: jennifert@osburns.com

Date: 8/24/21





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/10/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wichert Insurance 400 N. Memorial Drive Lancaster OH 43130	CONTACT NAME: Karen Garrison	
	PHONE (A/C No. Ex): (740) 654-0532	FAX (A/C No.): (624) 937-0709
	E-MAIL ADDRESS: karen.garrison@wichert.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: WestField Insurance Company	24112
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: CI20111047018 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. JECT <input checked="" type="checkbox"/> LOC OTHER:		X	TRA7928653	11/16/2020	11/16/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			TRA7928653	11/16/2020	11/16/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			TRA7928653	11/16/2020	11/16/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	OHIO STOP GAP ONLY TRA7928653	11/16/2020	11/16/2021	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	TRANSPORTATION COVERAGE			TRA7928653	11/16/2020	11/16/2021	OWNED SINGLE CONVEYANCE \$ 100,000 AGGREGATE \$ 200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	Karen Garrison/KGAR <i>Karen Garrison</i>

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ACORD 25 (2014/01)
INS025 (201401)

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**SPECIFICATIONS AND BID FORM
SIGNS AND REFLECTIVE SHEETING MATERIAL**

All signs shall be fabricated using at a minimum a "High Intensity Prismatic" reflective sheeting material that shall be in accordance with both the current editions of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction and the Manual on Uniform Traffic Control Devices (MUTCD) minimum retro reflectivity levels. The backing shall consist of .080 gauge 5052-H38, aluminum alloy, degreased, etched, and treated with Alodine 1200. All signs and sign legends must be in conformance with the Manual on Uniform Traffic Control Devices (MUTCD) as published by the U.S. Department of Transportation, Federal Highway Administration.

The undersigned agrees to furnish the items requested by Santa Rosa County in the invitation to bid and certifies that the items meet or exceed specifications contained herein.

Prices bid shall include delivery for orders totaling \$100.00 or more and are all quoted to be CASH BID PRICE with FOB: 6075 OLD BAGDAD HWY, MILTON, FL, 32583.

Name & Address of Bidder

Osburn Associates, Inc.

1630 22nd St. N. St. Petersburg, FL 33713

Item	Description	Code	Size	High Intensity Prismatic	Diamond Grade
1	County Route Marker	M1-5	24"x24"	\$ 18.60 ea.	\$ 22.00 ea.
2	JCT	M2-1	21"x15"	\$ 10.14 ea.	\$ 11.99 ea.
3	Arrows	M6-1	21"x15"	\$ 10.14 ea.	\$ 11.99 ea.
4	Stop Sign	R1-1	30"x30"	\$ 29.00 ea.	\$ 34.00 ea.
5	Stop Sign	R1-1	36"x36"	\$ 41.85 ea.	\$ 49.50 ea.
6	Stop Sign	R1-1	24"x24"	\$ 18.00 ea.	\$ 22.00 ea.
7	Stop Sign	R1-1	48"x48"	\$ 74.40 ea.	\$ 88.00 ea.
8	All Way Stop Sign	R1-4	12"x6"	\$ 2.33 ea.	\$ 2.75 ea.
9	Yield Sign	R1-2	36"x36"x36"	\$ 32.55 ea.	\$ 38.50 ea.
10	15 MPH Speed Sign	R2-1	24"x30"	\$ 23.25 ea.	\$ 27.50 ea.
11	20 MPH Speed Sign	R2-1	24"x30"	\$ 23.25 ea.	\$ 27.50 ea.
12	25 MPH Speed Sign	R2-1	24"x30"	\$ 23.25 ea.	\$ 27.50 ea.
13	30 MPH Speed Sign	R2-1	24"x24"	\$ 18.60 ea.	\$ 22.00 ea.
14	35 MPH Speed	R2-1	24"x30"	\$ 23.25 ea.	\$ 27.50 ea.

	Sign				
15	40 MPH Speed Sign	R2-1	24"x30"	\$ <u>23.25</u> ea.	\$ <u>27.50</u> ea.
16	45 MPH Speed Sign	R2-1	24"x30"	\$ <u>23.25</u> ea.	\$ <u>27.50</u> ea.
17	55 MPH Speed Sign	R2-1	24"x30"	\$ <u>23.25</u> ea.	\$ <u>27.50</u> ea.
18	Speed Zone Ahead	R2-5c	24"x30"	\$ <u>23.25</u> ea.	\$ <u>27.50</u> ea.
19	Reduced Speed Ahead	R2-5a	24"x30"	\$ <u>23.25</u> ea.	\$ <u>27.50</u> ea.
20	No Parking Anytime	R7-1	12"x18"	\$ <u>6.98</u> ea.	\$ <u>8.25</u> ea.
21	Handicap Parking		12"x18"	\$ <u>6.98</u> ea.	\$ <u>8.25</u> ea.
22	No Diving		12"x18"	\$ <u>6.98</u> ea.	\$ <u>8.25</u> ea.
23	No Parking	R8-3	18"x24"	\$ <u>13.95</u> ea.	\$ <u>16.50</u> ea.
24	Road Closed	R11-2	48"x30"	\$ <u>46.50</u> ea.	\$ <u>55.00</u> ea.
25	Curve Right	W1-R2	30"x30"	\$ <u>29.06</u> ea.	\$ <u>34.38</u> ea.
26	Right Reverse Turn	W1-3R	30"x30"	\$ <u>29.06</u> ea.	\$ <u>34.38</u> ea.
	Right Reverse Curve	W1-R4	30"x30"	\$ <u>29.06</u> ea.	\$ <u>34.38</u> ea.
28	Curve Left	W1-R2	30"x30"	\$ <u>29.06</u> ea.	\$ <u>34.38</u> ea.
29	Left Reverse Turn	W1-3L	30"x30"	\$ <u>29.06</u> ea.	\$ <u>34.38</u> ea.
30	Left Reverse Curve	W1-4L	30"x30"	\$ <u>29.06</u> ea.	\$ <u>34.38</u> ea.
31	Winding Road	W1-R5,& W1-L5	30"x30"	\$ <u>29.06</u> ea.	\$ <u>34.38</u> ea.
32	Large Arrow Sign	W1-6	48"x24"	\$ <u>37.20</u> ea.	\$ <u>44.00</u> ea.
33	Double Head Arrow	W1-7	48"x24"	\$ <u>37.20</u> ea.	\$ <u>44.00</u> ea.
34	"T" Symbol Sign (Right or Left)	W2-2	30"x30"	\$ <u>29.06</u> ea.	\$ <u>34.38</u> ea.
35	Stop Ahead Sign	W3-1a	30"x30"	\$ <u>29.06</u> ea.	\$ <u>34.38</u> ea.
36	Stop Ahead Sign	W3-1a	36"x36"	\$ <u>41.85</u> ea.	\$ <u>49.50</u> ea.
37	Pavement Ends	W8-3	30"x30"	\$ <u>29.06</u> ea.	\$ <u>34.38</u> ea.
38	Soft Shoulder	W8-4	30"x30"	\$ <u>29.06</u> ea.	\$ <u>34.38</u> ea.
39	Playground Sign	W15-1	30"x30"	\$ <u>29.06</u> ea.	\$ <u>34.38</u> ea.
40	Railroad Advance Warning Sign	W10-1	36" Diameter	\$ <u>41.85</u> ea.	\$ <u>49.50</u> ea.
41	Pedestrian Walking	W11-2-30	30"x30"	\$ <u>29.06</u> ea.	\$ <u>34.38</u> ea.
42	Dead End Sign	W14-1	30"x30"	\$ <u>29.06</u> ea.	\$ <u>34.38</u> ea.
43	Downward Pointed Arrow	W16-7p	24"x12"	\$ <u>9.30</u> ea.	\$ <u>11.00</u> ea.

				\$	ea.	\$	ea.
				\$	ea.	\$	ea.
				\$	ea.	\$	ea.

STREET MARKER POST

Street marker posts shall be hot dipped galvanized, 12 and 14 gauge, with 3/8 inch holes on one foot centers.

12 GAUGE POST DIMENSIONS

2 1/4" x 2 1/4" x 10 ft.	\$ 57.80 each
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12 GAUGE BASE POST DIMENSIONS

2 1/2" x 2 1/2" x 3 ft.	\$ 17.96 each
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STREET MARKER BLADES

Street marker blades shall have high intensity prismatic reflective sheeting on one side and shall be green in color.

BLADE DIMENSIONS

.080 x 9" x 30" green one side	No message	\$ 8.72	each
.080 x 9" x 36" green one side	No message	\$ 10.46	each
.080 x 9" x 42" green one side	No message	\$ 12.18	each
.080 x 9" x 48" green one side	No message	\$ 13.95	each

BLANKS SIZE AND COLOR

Yellow blank with black trim: HIP - 1 sided

24"x 30"	\$ <u>23.25</u>	each
9"x 30"	\$ <u>8.72</u>	each
24"x 24"	\$ <u>16.60</u>	each
18"x 24"	\$ <u>13.95</u>	each
30"x30"	\$ <u>29.06</u>	each

White blank with black trim: HIP - 1 sided

36"x48"	\$ <u>55.80</u>	each
12"x18"	\$ <u>6.98</u>	each
18"x24"	\$ <u>13.95</u>	each
24"x30"	\$ <u>23.25</u>	each

Green blank with white trim: HIP - 1 sided

48"x18"	\$ <u>27.90</u>	each
60"x18"	\$ <u>34.88</u>	each
24"x30"	\$ <u>23.25</u>	each
9"x48"	\$ <u>13.95</u>	each
9"x42"	\$ <u>12.18</u>	each
9"x36"	\$ <u>10.46</u>	each
9"x30"	\$ <u>8.72</u>	each
6"x48"	\$ <u>9.30</u>	each
6"x42"	\$ <u>8.14</u>	each
6"x36"	\$ <u>6.98</u>	each
6"x30"	\$ <u>5.81</u>	each
30"x30"	\$ <u>29.06</u>	each
36"x36"	\$ <u>41.85</u>	each
12"x18"	\$ <u>6.98</u>	each
18"x24"	\$ <u>13.95</u>	each

White blank with green trim: HIP - 1 sided

18"x24"	\$ <u>13.95</u>	each
12"x18"	\$ <u>6.98</u>	each
30"x9"	\$ <u>8.72</u>	each
36"x9"	\$ <u>10.46</u>	each
24"x30"	\$ <u>23.25</u>	each
36"x36"	\$ <u>41.85</u>	each

Brown blank with white trim: *HIP 1-sided*

9"x48"	\$ <u>13.95</u>	each
9"x42"	\$ <u>12.18</u>	each
9"x36"	\$ <u>10.46</u>	each
9"x30"	\$ <u>8.72</u>	each
24"x30"	\$ <u>23.25</u>	each
18"x24"	\$ <u>13.95</u>	each
30"x30"	\$ <u>29.00</u>	each

White blank with red border: *HIP 1-sided*

18"x24"	\$ <u>13.95</u>	each
12"x18"	\$ <u>6.98</u>	each
24"x30"	\$ <u>23.25</u>	each

Water signs, white with orange trim 48"x36" - *55.80*

Route marker, blue with yellow trim 24" - *18.60*

NOTE: Please return this bid form to the above address. NO OTHER BID FORM WILL BE ACCEPTED.

NOTE: In submitting a response, the bidder acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.

ACKNOWLEDGEMENT: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the bidder. I certify that the response submitted is made in conformance with all requirements of the solicitation.

Osburn Associates, Inc.

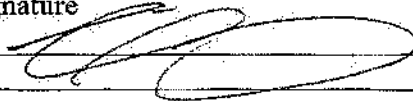
Company Address

1630 22nd St. N.

St. Petersburg, FL 33713

Telephone Number Representative Signature

(800) 523-8917



RENEWAL: THE UNIT PRICE(S) WILL APPLY TO THE INITIAL TERM AND ANY RENEWAL PERIODS.

ORDERING INSTRUCTIONS

Bid Number: 20-053

Title: **Sign Materials**

NOTE: ALL ORDERS SHOULD BE DIRECTED TO: Jennifer Treadway

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEID): 31-1041388

VENDOR: Osburn Associates, Inc.

ADDRESS: 1630 22nd St. N.

CITY, STATE, ZIP: St. Petersburg, FL 33713

TELEPHONE: (800) 523-8917

FAX NO.: (740) 385-8016

INTERNET E-MAIL ADDRESS: jennifert@osburns.com

DELIVERY: DELIVERY WILL BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PURCHASE ORDER.

PRODUCT INFORMATION: DIRECT QUESTIONS TO:

NAME & TITLE: Jennifer Treadway / Bidding Agent

ADDRESS: 1630 22nd St. N.

CITY, STATE, ZIP: St. Petersburg, FL 33713

TELEPHONE: (800) 523-8917

FAX NO.: (740) 385-8016

INTERNET E-MAIL ADDRESS: jennifert@osburns.com

INTERNET WEBSITE URL: www.osburns.com



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Profit Corporation
 OSBURN SIGNS, INC.
Cross Reference Name
 OSBURN ASSOCIATES, INC.

Filing Information

Document Number	F10000005305
FEI/EIN Number	31-1041388
Date Filed	12/03/2010
State	OH
Status	ACTIVE

Principal Address

9383 Vanatta Rd
 Logan, OH 43138

Changed: 04/27/2021

Mailing Address

PO Box 912
Logan, OH 43138

Changed: 04/27/2021

Registered Agent Name & Address

INCRP SERVICES, INC.
17888 67TH COURT NORTH
LOXAHATCHEE, FL 33470

Officer/Director Detail

Name & Address

Title President, Treasurer, Chairman

Osburn, Jeff
142 174th Terrace Dr E Apt 3
Redington Shores, FL 33708

Title VP, Secretary

Osburn, Mark
1311 Lorea Lane
Brandon, FL 33511

Title Director

Osburn, Donna
16897 1st Street East
North Redington Beach, FL 33708

Title Director

Osburn, Harry
 16897 1st Street East
 North Redington Beach, FL 33708

Annual Reports

Report Year	Filed Date
2019	04/27/2019
2020	04/15/2020
2021	04/27/2021

Document Images

04/27/2021 -- ANNUAL REPORT	View image in PDF format
04/15/2020 -- ANNUAL REPORT	View image in PDF format
04/27/2019 -- ANNUAL REPORT	View image in PDF format
01/12/2018 -- ANNUAL REPORT	View image in PDF format
04/11/2017 -- ANNUAL REPORT	View image in PDF format
04/26/2016 -- ANNUAL REPORT	View image in PDF format
04/15/2015 -- ANNUAL REPORT	View image in PDF format
03/26/2014 -- ANNUAL REPORT	View image in PDF format
05/01/2013 -- ANNUAL REPORT	View image in PDF format
04/20/2012 -- ANNUAL REPORT	View image in PDF format
02/18/2011 -- ANNUAL REPORT	View image in PDF format
12/03/2010 -- Foreign Profit	View image in PDF format

8/24/2021

Detail by Entity Name

--

Florida Department of State, Division of Corporations

2021 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F10000005305

Entity Name: OSBURN SIGNS, INC.

Current Principal Place of Business:

9383 VANATTA RD
LOGAN, OH 43138

Current Mailing Address:

PO BOX 912
LOGAN, OH 43138 US

FEI Number: 31-1041388

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

INCorp SERVICES, INC.
17888 67TH COURT NORTH
LOXAHATCHEE, FL 33470 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title: PRESIDENT, TREASURER, CHAIRMAN
Name: OSBURN, JEFF
Address: 142 174TH TERRACE DR E APT 3
City-State-Zip: REDINGTON SHORES, FL 33708

Title: VP, SECRETARY
Name: OSBURN, MARK
Address: 1311 LOREA LANE
City-State-Zip: BRANDON FL 33511

Title: DIRECTOR
Name: OSBURN, DONNA
Address: 16897 1ST STREET EAST
City-State-Zip: NORTH REDINGTON BEACH FL 33708

Title: DIRECTOR
Name: OSBURN, HARRY
Address: 16897 1ST STREET EAST
City-State-Zip: NORTH REDINGTON BEACH FL 33708

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JEFF OSBURN

PRESIDENT

04/27/2021

Electronic Signature of Signing Officer/Director Detail

Date

An official website of the United States government.
[Here's how you know](#)



You have 2 new alerts
[Show / Hide Alerts](#)



< SAM.gov Status Tracker

The entire registration process will take up to 10 business days to complete. The Federal Service Desk cannot provide further information about your registration unless at least 10 business days have passed since you submitted your registration.

Check Entity Registration Status

The SAM.gov Status Tracker returns the registration status for publicly-searchable registration records. If you are a federal government user, please sign into SAM.gov and use the Search link in the main navigation menu to view registrations or data that are not publicly available.



If you are not a federal government user, you must have a role with an entity to check its registration status.

DUNS	Unique Entity ID	EFT Identifier

Or, check registration status by typing in the CAGE Code.

CAGE Code

Reset

Search

Entity Information

Status **Active**

Your registration was activated on 2020-09-30. It expires on 2022-03-29 which is one year after you submitted it for processing.

Company Name **OSBURN ASSOCIATES, INC.**

DUNS Unique Entity ID **058337700**



Core Data
Completed



Assertions
Completed



**Reps &
Certs**
Completed



POCs
Completed



Submit
Completed



Processing
Completed



Active
Completed

More About

[Getting Started with Registration](#)

[Entity Status Guide](#)

[Legend](#)

[What if my entity fails TIN validation?](#)

[What if my entity fails CAGE validation?](#)

[Help?](#)

Attachment "B"
Insurance Requirements

Santa Rosa County
Insurance Requirements

March 2021

Workers' Compensation – meet statutory limits in compliance with the Workers Compensation Laws of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.

Commercial General Liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:

- a. Premises/operations
- b. Products/complete operations
- c. Contractual liability
- d. Independent contractors

Business Auto Liability – coverage shall provide minimum limits \$500,000. Combined Single Limit for bodily injury and property damage. If Split limit coverage is provided Limits of 500,000 per person/500,000 per accident and 500,000 for property damage are required.

This shall include coverage for:

- a. Owned autos
- b. Hired autos
- c. Non-owned autos

Special Requirements:

1) Prior to execution of a contract or agreement, certificates of insurance will be produced that shall provide for the following:

- a. Santa Rosa County shall be named as an additional insured on all coverages except workers' compensation.

b. Santa Rosa County will be given thirty (30) days' notice prior to cancellation or modification of any stipulated insurance.

2) It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

3) It should be noted that these are minimum requirements which are subject to modification in response to specialized or high hazard operations.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

Attachment "C"
Civil Rights Clauses

Attachment "C"

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*)

Attachment "D"
Scrutinized Contractors Certificate

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: 9/2/2021

SIGNATURE: 

COMPANY: Osburn Associates, Inc.

NAME: Jennifer Treadway
(Typed or Printed)

ADDRESS: P.O. Box 912
Logan, OH 43138

TITLE: Bidding Agent

E-MAIL: jennifert@osburns.com

PHONE NO.: (800) 523-8917

Attachment "E"
Special Conditions
Additional Federal Requirements

Special Conditions
Federal Requirements
Over \$150,000.00

The following special conditions apply to the Agreement and are incorporated herein by reference:

Clean Air Act (42 U.S.C. 7401-7671q.) and Federal Water Pollution Control Act (33 U.S.C. 1251-1387) Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The County assumes responsibility for notifying the Environmental Protection Agency (EPA):

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

Byrd Anti Lobbying Amendment (31 U.S. C. 1352). The Certification regarding Lobbying executed by Contractor and attached as part of Attachment "A" to the Agreement is hereby acknowledged and made part of the Agreement by reference.

Equal Employment Opportunity (2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR 61-4.3; Executive Order 11246). During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. *Provided, however,* that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.